MEMORANDUM OF AGREEMENT

between the XXXX County Health Department and YYYY (Long Term Care Facility)

Background & Purpose:

In a public health emergency, fast and efficient dispensing of medication will be required to get the appropriate population prophylaxed in a very short period of time. It is understood that most long term care facility residents would not be able to travel to a mass dispensing center. In addition, allowing staff to receive medications at their place of employment would serve to ensure a higher level of employee attendance. With the knowledge that security and transport resources will be fully taxed during this time, it is also understood that it is not feasible to send delivery trucks with security personnel to every long term care facility or other non-hospital institution in the jurisdiction. Therefore, to expedite the distribution of prophylaxis to the affected population during a public health emergency, a representative for a long term care facility or other non-hospital institution will be required to pick up medications for residents and staff from the pre-designated dispensing centers in accordance with this Agreement.

Responsibilities of the YYYY (long term care facility):

- Identify in advance a representative and one or more alternates to pick up the medications or vaccine from the pre-designated dispensing center. A letter will be kept on file at the facility designating the persons eligible to pick up and sign for medications.
- The administrator, physician, or director of nursing for the facility will contact the XXXX County Health Department to place the order for medications based on the number of staff and residents requiring prophylaxis. This individual will also identify the representative that will pick up the medications.***
- Upon arrival at the pre-designated dispensing center, the representative will present a picture ID issued by the State.
- At the pre-designated dispensing center, the representative will present a resident and staff roster with the names of every resident and staff member to be prophylaxed.***
- The representative will sign for all medications, vaccine, or other supplies received.

This "Memorandum of Agreement" for use between a county health department and a long term care facility is presented as a sample only. Its use is not required, its contents are not meant to be exhaustive, nor does it constitute legal advice. Please consult local counsel for legal advice, interpretation of these materials, and further implications of federal, state, and local law.

- The facility will notify the XXXX County Health Department when the supplies received reach the facility only if there are any discrepancies between the order and items delivered.
- The facility will follow the same treatment algorithm as delineated in the standing order issued by the State.
- The facility will be responsible for the reproduction of the information sheets, medical screening, and consent forms received from the XXXX County Health Department.
- The facility will be responsible for administration of the prophylaxis, the distribution of information sheets, and completion of the medical screening and consent forms to be collected by the XXXX County Health Department at a later date for patient tracking purposes.
- The facility will advise the XXXX County Health Department immediately of any unused medications/vaccine and secure and appropriately store the unused medication/vaccine until disposition instructions are received from the XXXX County Health Department.

Responsibilities of the XXXX County Health Department:

- The XXXX County Health Department is responsible for the management of all supplies, vaccines, and medications as may be made available by the Indiana State Department of Health from the Strategic National Stockpile. This Agreement shall not be construed to nor does it guarantee that medications, vaccine, or other supplies will be available in the quantities requested by the facility or at all. The parties understand that there may be circumstances outside the control of the XXXXX County Health Department which may dictate the allocation of limited resources.
- The XXXX County Health Department will provide the facility with at least one (1) copy of all required paperwork, including the applicable information sheet, medical screening and consent form.

Points of Contact:

The parties agree to identify points of contact within their respective organizations for purposes of this Agreement.

This "Memorandum of Agreement" for use between a county health department and a long term care facility is presented as a sample only. Its use is not required, its contents are not meant to be exhaustive, nor does it constitute legal advice. Please consult local counsel for legal advice, interpretation of these materials, and further implications of federal, state, and local law.

Term of Agreement:

This Agreement shall be effective upon signature and continue for two (2) years.

Amendments & Termination:

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. Either party may terminate this Agreement with thirty (30) days advance written notice of the termination effective date to the other party.

Signatures:

The signatories below represent that they have been duly authorized to execute this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below hereby agree to the terms thereof.

Printed Name: _			
Title:			
Date:			
Accepted by XX	XX Count	ty Health I	Department:
			•
Printed Name:			
Title:			
Date			

Accepted by YYYY (long term care facility):

***The health department may wish to include provisions here allowing for the members of a facility employee's household to receive medication pursuant to this Agreement.

This "Memorandum of Agreement" for use between a county health department and a long term care facility is presented as a sample only. Its use is not required, its contents are not meant to be exhaustive, nor does it constitute legal advice. Please consult local counsel for legal advice, interpretation of these materials, and further implications of federal, state, and local law.